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(PRICING SCHEDULE FOR [STATE])

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BELL ATLANTIC - VIRGINIA, INC. and [CLEC]

DETAILED SCHEDULE OF ITEMIZED CHARGES

A. BA SERVICES, FACILITIES, AND ARRANGEMENTS: 1

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:
I. Local Call Termination ²		
Traffic Delivered at BA End Office	\$.000927/MOU	Not Applicable
Traffic Delivered at BA Tandem		
	\$.001590/MOU	Not Applicable
II. Unbundled Transport		
A. Dedicated Transport		
Voice Grade/DS-0	\$9.54/Month	<u>All:</u>
		\$10.81 /Service Order
		Connect \$4.91/ Service Order
DS-1	\$35.10/Month	Disconnect:
		plus installation connect and
D2 1	\$COA 52 B 4 1	installation disconnect
DS-3	\$604.53/Month	charges for each initial and
		additional facility purchased
DDS	\$9.84/Month	at the time of order:
DD3	59.84/Wolldi	\$216.79/Initial Facility &
•		\$11.86/Additional Facility
		Connect
		\$92.88/Initial Facility &
		\$7.27/Additional Facility
		Disconnect

Unless a citation is provided to a generally applicable BA Tariff, all listed rates and services are available only to [CLEC] when purchasing these services for use in the provision of Telephone Exchange Service, and apply only to Local Traffic and local Ancillary Traffic. BA rates and services for use by [CLEC] in the carriage of Toll Traffic shall be subject to BA's Tariffs for Exchange Access Service. Adherence to these limitations is subject to a reasonable periodic audit by BA.

As applied to wholesale discount rates, unbundled Network Elements or call transport and/or termination of Local Traffic purchased for the provision of Telephone Exchange Service or Exchange Access, the rates and charges set forth in Exhibit A shall apply until such time as they are replaced by new rates as may be approved or allowed into effect by the Commission from time to time pursuant to the FCC Regulations, subject to a stay or other order issued by any court of competent jurisdiction

See note 9 regarding measurement and calculation of local traffic termination charges.

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:
II. Unbundled Transport (Continue	ed)	
B. Common Transport		
Tandem Switching Tandem-Switched Transport (F. C. Entrance Facilities	\$.000548/MOU Fixed) \$.000114/MOU	Not Applicable Not Applicable
C. Entrance Facilities		All: Service Order Connect: \$10.81
		Service Order Disconnect: \$4.91
		plus installation connect and installation disconnect charges for each initial and additional facility purchased at the time of order:
2-Wire Voice Grade Channel Termination	\$13.76/Month	\$333.32/Initial & \$192.99/Additional connect \$55.39 Initial and \$33.02/ Additional disconnect
4-Wire Voice Grade Channel Termination	\$27.89/Month	\$441.02/Initial & \$255.99/Additional \$65.71 Initial and \$39.32/Additional disconnect
		Both DS-1 and DS-3 Channel Termination:
		\$489.86/Initial & \$241.08/Additional \$67.13 Initial and \$32.61/Additional disconnect
DS-1 Channel Termination	\$119.15/Month	
DS-3 Channel Termination	\$767.44/Month	Both DS1/0 and DS3/1 Muxing:
		\$441.42/Initial & \$441.42/Additional Connect
DS-I to Voice Grade Multiplexing	\$53.77/Month	\$43.66 Initial and \$43.66/ Additional disconnect
DS-3 to DS-1 Multiplexing	\$185.73/Month	

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:
II. Unbundled Transport (Continued)		
D. Digital Cross-Connect System Service Establishment	Not Applicable	\$1683.85/Request
Database Modification	Not Applicable	\$134.70/Modification Request
Reconfiguration by BA Personnel	Not Applicable	\$29.67/Programming Charge/30 minute Increment
DS-0 Cross-Connect	\$20.03/Port/Month	Service Order: \$10.81/Connect \$4.91/Disconnect \$20.90/Port Installation \$3.37/ Port Disconnect
DS-1 Cross-Connect	\$69.95/Port/Month	Service Order: \$10.81/Connect \$4.91/Disconnect \$20.23/Port Installation \$10.12/Port Disconnect
E. Mid-Span Meet Arrangements	To be charged in accordanc Section 4.3 of the Agreeme	
F. Tandem Transit arrangements for Local Traffic between [CLEC] and carriers other than Bell Atlantic that subtend a Bell Atlantic Tandem Switch. (Not applicable to Toll Traffic or when Meet Point Billing Arrangement applies; Separate trunks required for IXC subtending trunks)		
Tandem Switching Tandem-Switched Transport	\$.000548/MOU \$.000114/MOU	Not Applicable Not Applicable

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:
III. Unbundled Switching ³		
A. Local Switching Ports		
POTS/PBX/Centrex	\$1.30/Port/Month	Service Order Connect: \$10.81
•		Service Order Disconnect: \$4.91 /Port
		Installation Connect: \$2.68/Port
		Installation Disconnect: \$1.07
ISDN (BRI)	\$6.52/Port/Month	Service Order Connect: \$10.81
		Service Order Disconnect: \$4.91 /Port
		Installation Connect: \$2.68/Port
		Installation Disconnect: \$1.07
ISDN (PRI)	\$81.28/Port/Month	Service Order Connect: \$10.81
		Service Order Disconnect: \$4.91 /Port
		Installation Connect: \$102.13/Port
		Installation Disconnect: \$1.07

In addition to the recurring and non-recurring rates set forth herein for unbundled switching elements, BA may levy upon a purchaser of such elements any access charges (or portion thereof) permitted by Applicable Laws.

Service	or Element Description:	Recurring Charges:	Non-Recurring Charges:
III. Un	bundled Switching (continued)		
A.	Local Switching Ports (continued)		
	Public/Semi-Public	\$1.51/Port/Month	Service Order Connect: \$10.81
			Service Order Disconnect: \$4.91 /Port
			Installation Connect: \$2.68/Port
			Installation Disconnect: \$1.07
	DID	\$3.63/Port/Month	Service Order Connect: \$10.81
, ·			Service Order Disconnect: \$4.91 /Port
			Installation Connect: \$609.88/Port
			Installation Disconnect: \$1.07
	Coordinated Port Cutover	Not Applicable	\$2.89/Port
В.	Tandem Switching Usage	\$.000548/MOU	Not Applicable

III. U	e or Element Description: nbundled Switching (Continued) Local Switching Usage	Recurring Charges:	Non-Recurring Charges:
	POTS Originating With Vertical	\$.004129/MOU	\$8.42/Service Order
	Features	\$.002079/MOU	\$8.42/Service Order
	POTS Terminating With Vertical Features	3.002077/14100	30.42/3ctvice Order
	ISDN Originating Digital Circuit Switched Voice	\$.001993/MOU	\$8.42/Service Order
•	ISDN Terminating Digital Circuit Switched Voice	\$.000859/MOU	\$8.42/Service Order
	ISDN Originating Digital Circuit Switched Data	\$.001013/MOU	\$8.42/Service Order
	ISDN Terminating Digital Circuit Switched Data	\$.000859/MOU	\$8.42/Service Order
D.	POTS Features PBX	\$.000 833/MOU	Both:
	Multi-Line Hunting	\$.000001/MOU	\$8.42/Service Order
E.	Centrex Features UCD	\$.000655/MOU	\$8.42/Service Order
	Hunting	\$.000464/MOU	\$8.42/Service Order
	Queuing	\$.000595/MOU	\$8.42/Service Order
	Intercom & Features	\$.017372/MOU	\$8.42/Service Order
	Attendant	\$.021223/MOU	\$8.42/Service Order
	Attendant Console	\$.017200/MOU	\$8.42/Service Order
	Centralized Attendant Services	\$.214070/MOU	\$8.42/Service Order
	Attendant Access Code Dialing	\$.040065/MOU	\$8.42/Service Order
	Automatic Route Selection	\$.000408/MOU	\$8.42/Service Order
	Electronic Tandem Switching	\$.000724/MOU	\$8.42/Service Order
F.	ISDN Centrex Feature	\$.004007/MOU	\$8.42/Service Order

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:
IV. Unbundled Loops4		
2 Wire Analog Loops (POTS Loops)	Density Cell: 1 - \$10.74/Month	Service Order Connect: \$10.81
	2 - \$16.45/Month 3 - \$29.40/Month.	Service Order Disconnect: \$4.91
		Installation: If a premises visit is not required, initial & each additional loop - \$2.68
		If a premises visit is required: initial loop installed on that visit: \$:47.55; Each additional loop installed on that visit: \$21.69
	• •	Installation Disconnect:
		\$1.07/Loop

All rates and/or rate structures set forth herein, that are marked with an asterisk ('*'), shall be interim rates and/or rate structures. These rates and/or rate structures shall be considered interim in nature, until they have been replaced or made effective on a prospective basis by such -rates and/or rate structures as may be approved by the [Department, Commission, | or as otherwise allowed to go into effect, or if appealed as may be ordered at the conclusion of such appeal. If the Department, Commission, Board] should approve or make effective rates and/or rate structures different than those shown in Exhibit A, the rates and/or rate structures approved or made effective by the [Department, Commission, Board] shall supersede those shown in Exhibit A.

Service or Element Description:

4 Wire Premium Loops

Recurring Charges:

Density Cell:

- 1 \$22.25/Month
- 2 \$33.23/Month
- 3 \$56.75/Month.

Non-Recurring Charges:

Service Order Connect:

\$10.81

Service Order Disconnect: \$4.91

Installation:

If a premises visit is not required, initial & each additional loop: \$50.89

If a premises visit is required: initial loop installed on that visit: \$107.50; Each additional loop installed on that visit \$81.63

Installation Disconnect:

\$1.07/Loop

Service or Element Description: IV. Unbundled Loops (continued)	Recurring Charges:	Non-Recurring Charges:
ISDN Loops	Density Cell:	Service Order Connect: \$15.29
	1 - \$12.52/Month 2 - \$18.23/Month 3 - \$31.18/Month.	Service Order Disconnect: \$4.91
		Installation: If a premises visit is not required, initial & each additional loop - \$11.61
		If a premises visit is required: initial loop installed on that visit: \$56.48 Each additional loop installed on that visit: \$30.62
		Installation Disconnect:
		\$1.07/Loop
DS-1Loops	Density Cell: 1 - \$110.61/Month	Service Order Connect: \$10.81
	2 - \$142.49/Month 3 - \$181.29/Month.	Service Order Disconnect: \$4.91
		If premises visit not required, initial & each additional loop - \$50.89.
		If a premises visit is required: initial loop installed on that visit \$107.50; Each additional loop installed on that visit: \$81.63
		Installation Disconnect:
		\$1.07/Loop

Service or Element Description: IV. Unbundled Loops (continued)	Recurring Charges:	Non-Recurring Charges:
Customer Specified Signaling - 2-Wire	Density Cell: 1 - \$10.74/Month 2 - \$16.45/Month 3 - \$29.40/Month.	Service Order Connect: \$10.81
		Service Order Disconnect: \$4.91
		Installation: If a premises visit is not required, initial & each additional loop - \$50.89
		If a premises visit is required: initial loop installed on that visit \$107.50; Each additional loop installed on that visit: \$81.63 Installation Disconnect:
Customer Specified Signaling - 4-Wire	Density Cell: 1 - \$22.25/Month 2 - \$33.23/Month 3 - \$56.75/Month.	\$1.07/Loop Service Order Connect: \$10.81
		Service Order Disconnect: \$4.91
		Installation: If a premises visit is not required, initial & each additional loop - \$50.89
		If a premises visit is required: initial loop installed on that visit \$107.50; Each additional loop installed on that visit:

\$81.63

\$1.07/Loop

Installation Disconnect:

\$81.63*

\$1.07*/Loop

Installation Disconnect:

Service or Element Description: Recurring Charges: Non-Recurring Charges: Service Order Connect: 2 Wire ADSL and 2 Wire HDSL Loops \$15.29* Density Cell: 1 - \$12.52*/Month Service Order 2 - \$18.23*/Month Disconnect: \$4.91* 3 - \$31.18*/Month. Installation: If a premises visit is not required, initial & each additional loop -\$11.61* If a premises visit is required: initial loop installed on that visit: \$56.48* Each additional loop installed on that visit: \$30.62* Installation Disconnect: \$1.07*/Loop Service Order Connect: Density Cell: 4 Wire HDSL Loops \$10.81* 1 - \$110.61*/Month 2 - \$142.49*/Month Service Order 3 - \$181.29*/Month. Disconnect: \$4.91* If premises visit not required, initial & each additional loop -\$50.89* If a premises visit is required: initial loop installed on that visit \$107.50*; Each additional loop installed on that visit:

Service or Element Description:	Recurring Charges:	Non-Recurring
Coordinated Cutover	Not Applicable	Charges: If premises visit not required, \$2.89/Loop
		If premises visit required, \$11.74/Loop
Standard Digital Loops	All: \$.69/ Mechanized Loop Qualification per Loop Provisioned	All: \$53.72/ Manual Loop Qualification per Loop Request
2 Wire ADSL compatible Loops (up to 12,000 feet)	See rates for 2 Wire ADSL and set forth above	2 Wire HDSL Loops as
2 Wire ADSL compatible Loops (up to 18,000 feet)	See rates for 2 Wire ADSL and 2 Wire HDSL Loops as set forth above	
2 Wire HDSL compatible Loops (up to 12,000 feet)	See rates for 2 Wire ADSL and 2 Wire HDSL Loops as set forth above	
4 Wire HDSL compatible Loops (up to 12,000 feet)	See rates for 4 Wire HDSL Loo	ps as set forth above
Digital Designed Loops 2 Wire ADSL compatible Loop (up to 12,000 feet) with Bridged Tap removal	See rates for 2 Wire ADSL and set forth above	2 Wire HDSL Loops as
·		\$398.67* Removal of one Bridged Tap per Request \$902.70* Removal of Multiple Bridged Taps per Loop per Request \$193.15* Engineering Work Order Charge
2 Wire ADSL compatible Loop (up to 18,000 feet) with Bridged Tap	See rates for 2 Wire ADSL and set forth above	2 Wire HDSL Loops as

removal

Service or Element Description:

Recurring Charges:

Non-Recurring

<u>Charges:</u> \$398.67*

Removal of one Bridged Tap per

Request \$902.70*

Removal of Multiple Bridged Taps per Loop

per Request \$193.15*

Engineering Work
Order Charge

2 Wire Digital Designed Metallic Loop (18,000 up to 30,000 Feet) Non-loaded with Bridged Tap options

See rates for 2 Wire ADSL and 2 Wire HDSL Loops as set forth above

\$1,406.73*

Required Removal of Load Coils (up to 21,000 feet) \$1,742.75*

Required Removal of Load Coils (up to 27,000 feet) \$398.67* Removal of one

Bridged Tap per Request \$902.70*

Removal of Multiple Bridged Taps per Loop

per Request \$193.15*

Engineering Work
Order Charge

2 Wire Digital Designed Metallic Loop with ISDN Loop Extension Electronics See rates for 2 Wire ADSL and 2 Wire HDSL Loops as set forth above

\$1,406.73*
Required Removal of
Load Coils (up to

21,000 feet)

Service or Element Description:

Recurring Charges:

Non-Recurring

<u>Charges:</u> \$1,742.75*

Required Removal of Load Coils (up to 27,000 feet)

\$970.78*

Addition of Range

Electronics \$193.15*

Engineering Work
Order Charge

2 Wire HDSL compatible Loops (up to 12,000 feet) with Bridged Tap removal

See rates for 2 Wire ADSL and 2 Wire HDSL Loops as set forth above

\$398.67*

Removal of one Bridged Tap per

Request \$902.70*

Removal of Multiple Bridged Taps per Loop

per Request \$193.15*

Engineering Work
Order Charge

4 Wire HDSL compatible Loops (up to 12,000 feet) with Bridged Tap removal

See rates for 4 Wire HDSL Loops as set forth above

\$398.67*

Removal of one

Bridged Tap per

Request \$902.70*

Removal of Multiple

Bridged Taps per Loop

per Request \$193.15*

Engineering Work
Order Charge

V. Collocation Cross-Connection

As applicable per Bell Atlantic -VA SCC Tariff No. 218

as amended from time to time

VI. Time and Materials

Special Construction

As applicable per Bell Atlantic-VA Tariff as amended

from time to time

Service Technician (service work on

unbundled loops outside of the Central

Office)

Not Applicable \$6.47/Service Order

\$27.35/Premises Visit \$11.74 Labor Charge/ Quarter Hour After First

Quarter Hour

Central Office Technician

Not Applicable

\$6.47/Service Order

\$11.15 Labor Charge/

Quarter Hour

VII. Signaling and Databases

A. STP Port

Access Link (incl. one end) \$4.93/Month \$10.81/Service Order

Connect

\$4.91/ Service Order

Disconnect:

plus installation connect and installation disconnect charges for each initial and additional facility purchased

at the time of order:

\$135.01/Initial Facility & \$11.86/Additional Facility

Connect

\$92.88/Initial Facility & \$7.27/Additional Facility

Disconnect

STP Port Termination \$458.70/Month \$81.77/port

B. 800/888/877 Database

Basic Query \$.000658/Query Not Applicable
Vertical Query \$.000181/Query Not Applicable

C. LIDB Validation

LIDB Point Codes Not Applicable \$80.93/Point Code

Calling Card \$.0153/Query Not Applicable

Billed Number Screening \$.0153/Query Not Applicable

Storage of [CLEC]'s Data in LIDB Not Applicable \$1,381.66/ Service Establishment/ Request

VII. Signaling and Databases (Continued)

D. AIN Service Creation (ASC) Service

 Developmental Charges Service Establishment 	Not Applicable	\$878.23/Request
Service Creation Access Port	\$136.14/Port/Month	Not Applicable
Service Creation Usage		••
a. Remote Access	\$1,266.13/Day	Not Applicable
b. On-Premise	\$1,266.13/Day	Not Applicable
Certification & Testing	\$76.49/Hour	Not Applicable
Help Desk Support	\$80.95/Hour	Not Applicable
2. Service Charges Subscription Charge	\$.96/Month	Not Applicable
Database Queries		•
a. Network Query	\$.0006/Query	Not Applicable
b. [CLEC] Network Query	\$.0006/Query	Not Applicable
c. [CLEC] Switch Query	\$.0006/Query	Not Applicable
Trigger Charge		
a. Line Based	\$.00042/Query	Not Applicable
b. Office Based	\$.00042/Query	Not Applicable
Utilization Element	\$.00031/ACU	Not Applicable
Service Activation Charge		. •
a. Network Service Activation	Not Applicable	\$5.52/Service Order/Line
b. [CLEC] Network Service Activation	Not Applicable	\$5.52/Service Order/Line
c. [CLEC] Switch Service Activation	Not Applicable	\$5.52/Service Order /Line
Service Modification		
DTMF Update	\$.10/Occurrence	Not Applicable
Switch Based Announcement	\$.00318/ Announcement	Not Applicable

VIII. Directory Listings & Books

Primary Listings

No Charge

Additional Tariffed Listing Services

Per applicable Tariff (including, but not limited to, BA-VA SCC 203 sec. 3 as amended from time to

time

Per applicable Tariff (including, but not limited to, BA-VA SCC 203 sec. 4 as amended from time to

time

Retail Rates less Wholesale Retail Rates less Wholesale

Discount

Discount

Books & delivery (annual home area

directories only)

No charge for normal numbers of books delivered to end

users: bulk deliveries to [CLEC] per separate

arrangement

IX. Operator Services/Directory Assistance

Direct Access

\$.0313/Query

\$27,431.30/Link

Service Establishment

Not Applicable

\$13,735.63/Request

Directory Assistance

\$.3209/Call

Not Applicable

Directory Transport

Tandem Switched Transmission

Transport

\$.000098/call

Not Applicable

Tandem Switching

\$.000468/call

Operator call completion

Per separate contract; branding available.

Operator Services - Live

Operator Services

\$.010475/Operator Work

Not Applicable

Second

Operator Services - Automated

\$.005547Automated Work

Not Applicable

Second

Branding for Directory Assistance and/or

Not Applicable

\$1,349.55/Customer

Message

Carrier to Carrier LSV/VCI Request

\$.010475/Operator Work

Not Applicable

Second

Service or Element Description: X. Access to Operation Support Systems	Recurring Charges:	Non-Recurring Charges:
A. Pre-Ordering	\$.24/Query	Not Applicable
B. Ordering	\$3.83/Transaction	Not Applicable
C. Provisioning	Included in Ordering	Not Applicable
D. Maintenance & Repair EB/OSI Access	\$1.16/Trouble Ticket	Not Applicable
E. Billing1. CD-ROM2. Daily Usage File	\$245.05/CD-ROM /Month	Not Applicable
a. Existing Message Recordingb. Delivery of DUF	\$.000246/Message	Not Applicable
Data Tape	\$20.05/Tape	Not Applicable
Network Data Mover	\$.000093/Message	Not Applicable
CMDS	\$.000093/Message	Not Applicable
c. DUF Transport		
Communication Ports		
9.6 kb Communications Port	\$116.83/Month	Not Applicable
56 kb Communications Port	\$483.91/Month	Not Applicable
256 kb Communications Port	\$804.90/Month	Not Applicable
T1 Communications Port	\$2,872.12/Month	Not Applicable
Port Maintenance		
9.6 kb Communications Port	\$10.17/Month	Not Applicable
56 kb Communications Port	\$28.08/Month	Not Applicable
256 kb Communications Port	\$28.08/Month	Not Applicable
T1 Communications Port	\$356.61/Month	Not Applicable
d. CABS Billing CABS Billing per Bill Entry	\$.000108/Bill Entry	Not Applicable

Service or Element Description:

Recurring Charges:

Non-Recurring Charges:

X. Access to Operation Support Systems (continued)

3. Computer Processing Usage

(CPU) per Customer

Data Transmission (CMDS and

\$1.18/Customer

Not Applicable

Tape)

Line Installation

\$1.18/Customer

Not Applicable

Network Control Program Coding \$1.18/Customer

\$ 10/C

Not Applicable

Port Set Up

\$.18/Customer

Not Applicable

XI. Exchange Access Service

Interstate

Per BA-FCC Tariff number 1 as amended from time to

time

Intrastate

Per BA- VA S.C.C.-Va. - No. 217 as amended from time

to time

XII. Number Portability

Service Provider Number Portability

Database Service

Service Provider Number Portability Database Service shall be charged at rates found in the BA-FCC Tariff No.

1 as amended from time to time

XIII. 911/E911

Transport

Per section II. Above

No Charge

Data Entry and Maintenance

XIV. Poles Conduits & ROW

Per contract rates pursuant to 47 U.S.C. sec. 224

Illustrative:

Duct: \$4.50/Foot/Year

Pole: \$3.81/Attachment/Year

XV. Network Interface Device

\$.44/mo

Not Applicable

XVI. Access to Telephone Numbers (NXX

codes issued per ICCF Code Administration Guidelines) No Charge

XVII. Local Dialing Parity

No Charge

Service or Element Description:

Recurring Charges:

Non-Recurring Charges:

XVIII. Customized Routing

Customized Routing

\$.12085/Line

Not Applicable

\$.06043/Call

Customized Routing Transport

Per section II above.

XIX. Wholesale Discount for Resale of Retail Telecommunications Services⁵

Resale of retail services if [CLEC]

21.30% 6

provides own operator services platform

Resale of retail services if [CLEC] uses

18.50% 7

Bell Atlantic operator services platform

Excludes telecommunications services designed primarily for wholesale, such as switched and special exchange access service, and, subject to Section 12 of the Statement, the following additional arrangements that are not subject to resale: limited duration (90 days or less) promotional offerings, public coin telephone service, and technical and market trials. Taxes shall be collected and remitted by the reseller and BA in accordance with legal requirements and as agreed between the Parties. Surcharges (e.g., 911, telecommunications relay service, universal service fund) shall be collected by the reseller and either remitted to the recipient agency or NECA, or passed through to BA for remittance to the recipient agency or NECA, as appropriate and agreed between the Parties. End user common line charges shall be collected by the reseller and remitted to BA.

Pending establishment of mechanized billing procedures adapted to resale, BA will apply the wholesale discount for resale as a "bottom-of-the-bill" discount rate and will utilize a "true-up" process to correct possible inadvertent application of the wholesale discount to the exclusions identified herein and to reflect other adjustments as the Companies agree.

Pending establishment of mechanized billing procedures adapted to resale, BA will apply the wholesale discount for resale as a "bottom-of-the-bill" discount rate and will utilize a "true-up" process to correct possible inadvertent application of the wholesale discount to the exclusions identified herein and to reflect other adjustments as the Companies agree.

B. [CLEC] SERVICES, FACILITIES, AND ARRANGEMENTS:

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:
I. Local Call Termination ⁸ Traffic Delivered at [CLEC] End Office Traffic Delivered at [CLEC] Tandem Switch	\$.000927/MOU \$.001590/MOU	Not Applicable Not Applicable
II. Number Portability Permanent	Per permanent funding mec	hanism when established.
III. Exchange Access Service Interstate	Per [CLEC] FCC exchange access Tariff as amended from time to time.	
Intrastate	Per [CLEC] VA exchange access Tariff as amended from time to time.	
IV. All Other [CLEC] Services Available to BA for Purposes of Effectuating Local Exchange Competition	Available at [CLEC]'s tariffed or otherwise generally available rates, not to exceed BA's rates for equivalent services available to [CLEC].	
V. Other Services Information Service Billing Fee	\$.03 per call	No Charge

See note 9 regarding measurement and calculation of local traffic termination charges.

Local Traffic Termination Rates

A. Charges by BA

- (a) Traffic delivered to or BA Access Tandem: \$.001590 per MOU.
- (b) Traffic delivered directly to terminating BA End Office: \$.000927 per MOU.

B. Charges by [CLEC]

1. Single-tiered interconnection structure:

[CLEC]'s rates for the termination of BA's Local Traffic under the single-tiered interconnection structure shall be recalculated once each year on each anniversary of the Effective Date (the "Rate Determination Date"). The methodology for recalculating the rates is as follows:

Access Tandem Minutes = Total minutes of use of Local Traffic delivered by [CLEC] to the BA Access Tandem for most recent billed quarter.

End Office Minutes = Total minutes of use Local Traffic delivered by [CLEC] directly to the terminating BA End Office for most recent billed quarter.

Total Minutes = Total minutes of use of Local Traffic delivered by [CLEC] to BA for most recent billed quarter.

[CLEC] Charge at the [CLEC]-IP =

(Access Tandem Minutes x \$.001590) + (End Office Minutes x \$.000927)

Total Minutes

For the first year after the Effective Date, the [CLEC] charge shall be calculated based on the traffic data of the quarter immediately preceding such Effective Date, or if no such traffic exists, on the proportion of local call termination trunks to BA End Offices and to BA Access Tandems.

- 2. Multiple-tiered interconnection structure (if offered by [CLEC] to any carrier)
 - (a) Local Traffic delivered to [CLEC] Access Tandem: \$.001590/ MOU
 - (b) Local Traffic delivered to terminating [CLEC] End Office/node: \$.000927/ MOU

C. Miscellaneous Notes

The [CLEC] termination rate under the single-tiered interconnection structure set forth above is intended to be a Local Traffic termination rate for '-'erconnection to the [CLEC]-IP within each LATA that is reciprocal and equal to the actual rates that will be charged : A to [CLEC] under the two-tiered Local Traffic termination rate structure described above that will apply after the first anniversary of the Effective Date. The single [CLEC] termination rate is also intended to provide financial incentives to [CLEC] to deliver traffic directly to BA's terminating End Offices once [CLEC]'s traffic volumes reach an appropriate threshold.

EXHIBIT B

NETWORK ELEMENT BONA FIDE REQUEST

- 1. Each Party shall promptly consider and analyze access to a new unbundled Network Element with the submission of a Network Element Bona Fide Request hereunder. The Network Element Bona Fide Request process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) ¶ 259 and n.603 or subsequent orders.
- 2. A Network Element Bona Fide Request shall be submitted in writing and shall include a technical description of each requested Network Element.
- 3. The requesting Party may cancel a Network Element Bona Fide Request at any time, but shall pay the other Party's reasonable and demonstrable costs of processing and/or implementing the Network Element Bona Fide Request up to the date of cancellation.
- 4. Within ten (10) business days of its receipt, the receiving Party shall acknowledge receipt of the Network Element Bona Fide Request.
- 5. Except under extraordinary circumstances, within thirty (30) days of its receipt of a Network Element Bona Fide Request, the receiving Party shall provide to the requesting Party a preliminary analysis of such Network Element Bona Fide Request. The preliminary analysis shall confirm that the receiving Party will offer access to the Network Element or will provide a detailed explanation that access to the Network Element is not technically feasible and/or that the request does not qualify as a Network Element that is required to be provided under the Act.
- 6. If the receiving Party determines that the Network Element Bona Fide Request is technically feasible and otherwise qualifies under the Act, it shall promptly proceed with developing the Network Element Bona Fide Request upon receipt of written authorization from the requesting Party. When it receives such authorization, the receiving Party shall promptly develop the requested services, determine their availability, calculate the applicable prices and establish installation intervals.
- 7. Unless the Parties otherwise agree, the Network Element Requested must be priced in accordance with Section 252(d)(1) of the Act.
- 8. As soon as feasible, but not more than ninety (90) days after its receipt of authorization to proceed with developing the Network Element Bona Fide Request, the receiving Party shall provide to the requesting Party a Network Element Bona Fide Request quote which

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will include, at a minimum, a description of each Network Element, the availability, the applicable rates and the installation intervals.

- 9. Within thirty (30) days of its receipt of the Network Element Bona Fide Request. quote, the requesting Party must either confirm its order for the Network Element Bona Fide Request pursuant to the Network Element Bona Fide Request quote or seek arbitration by the Commission pursuant to Section 252 of the Act.
- 10. If a Party to a Network Element Bona Fide Request believes that the other Party is not requesting, negotiating or processing the Network Element Bona Fide Request in good faith, or disputes a determination, or price or cost quote, or is failing to act in accordance with Section 251 of the Act, such Party may seek mediation or arbitration by the Commission pursuant to Section 252 of the Act.

[CLEC] - BELL ATLANTIC Interconnection Agreement for [STATE] DIRECTORY ASSISTANCE AND INTRALATA OPERATOR SERVICES AGREEMENT FOR COMPETITIVE LOCAL **EXCHANGE CARRIERS**

THIS AGREEMENT is made, effective this	day of	19
by and between Bell Atlantic - Network Services,	Inc., (hereinafte	r referred to as "Bell
Atlantic"), a Delaware corporation, with offices	at 1320 North	Court House Road
Arlington, Virginia 22201, and		, hereinafter refe rr ed
to as "Carrier", a	corporation	with offices at
1. SCOPE AND TERM OF AGREEMENT		
1.1 Scope This Agreement sets forth the terms at use of and payment for Directory Assistance (DA Service (hereinafter collectively referred to as "Service or its affiliated companies, to Carrier. Carrier shall so Carrier's local exchange customers in the Appendix B, for the service areas in which Bell A carrier.) Service and es") to be provious subscribe to and LATA(s) or expenses.	IntraLATA Operator ded by Bell Atlantic, pay for Services for schanges described in
1.2 Term The initial term of this Agreement shall 12:01 a.m. on the date first written above. At the end renewal term, this Agreement shall automatically renewal unless either party provides written notice to the three (3) months prior to the expiration of the then current.	of this initial ter w for an addition other of its inten	m, or any subsequent onal period of one (1)
2. DESCRIPTION OF SERVICES		

2.1 Directory Assistance (DA) Service

- a) Directory Assistance Service shall consist of the provisioning of telephone number listings by Bell Atlantic operators in response to calls from Carrier's local exchange customers located in the LATA(s) designated in Section 1.1.
- b) A maximum of two requests for telephone numbers will be accepted per DA call. A "DA call" as used in this Agreement shall mean a call answered by or forwarded to Bell Atlantic, regardless of whether a telephone number is requested, provided, or available. The listings that will be available to Carrier's customers are those telephone numbers that are listed in Bell Atlantic's DA records for the LATA(s) or service areas, in which Bell Atlantic operates as a local exchange carrier, designated in Section 1.1.

- 2.2 IntraLATA Operator Services (OS) IntraLATA Operator Services consist of the live and automated processing of local and IntraLATA toll call completion operator services specified in Appendix B. These include the processing of collect, card and bill-to-third party calls; busy line verification; customer requested interrupt; and other assistance to Carrier's local exchange customers located in the LATA(s) or service areas, in which Bell Atlantic operates as a local exchange carrier, designated in Section 1.1.
- 2.3 Customized Branding Customized Branding is a service that permits the Carrier to deliver a customized announcement to its callers, identifying the Carrier as the customer service provider. Carrier shall provide the information and materials needed for the recorded announcement, as specified by Bell Atlantic. Customized Branding may also require that the Carrier maintain dedicated trunking arrangements to the designated Bell Atlantic DA or Operator Services switch locations.
- 2.4 End User Billing Bell Atlantic will provide Carrier with unrated EMR records for use in the billing of Carrier's end users for Services. The rating, billing, and settlement of end-user charges for the calls are the responsibility of Carrier.
- 2.5 Service Methods Bell Atlantic agrees to provide Services in accordance with Bell Atlantic's service standards and methods. Bell Atlantic will notify Carrier in writing of any significant policy changes to operator services or directory assistance standards and methods prior to implementation.
- 2.6 Customized Service Features and Options Carrier may request custom-designed service features or optional services to be provided in conjunction with the Services hereunder. Upon mutual agreement of the parties, such features and options will be provided pursuant to this Agreement. Bell Atlantic, if requested, shall provide Carrier with an estimate of the charges for such custom-designed supplements, changes, or options prior to implementation.

3. COMMENCEMENT AND IMPLEMENTATION OF SERVICE

- 3.1 Required Information Each party shall make good-faith efforts to carry out its respective responsibilities in meeting a jointly established schedule for implementation. All records and other required information specified in Appendix C, as well as a fully completed Technical Questionnaire, will be furnished by Carrier within forty-five (45) days following the effective date of this Agreement. Notices of any changes, additions, or deletions to such records and information shall be provided promptly in writing by Carrier to Bell Atlantic. Bell Atlantic will review these change requests and determine any potential impact on the cutover date. Written confirmation of any impact will be provided to Carrier.
- 3.2 Test Date Bell Atlantic and Carrier will arrange for joint testing of Service(s) for

- [CLEC] BELL ATLANTIC Interconnection Agreement for [STATE] Carrier's local exchange customer in the LATA(s) designated in Section 1.1. This Test Date will occur within ninety (90) days after Carrier has provided a complete and accurate Technical Questionnaire to Bell Atlantic, unless mutually agreed otherwise.
- 3.3 Cutover Date The Cutover Date for Service(s) provided under this Agreement shall be the date on which the Service(s) are available to all of Carrier's local exchange customers in the LATA(s) designated in Section 1.1.
- 3.4 Service Review Meetings Bell Atlantic will meet and confer with Carrier during the term of this Agreement to review and discuss the Services provided under this Agreement. The times for meetings will be established by mutual agreement of the parties.

4. EQUIPMENT AND FACILITIES

- 4.1 Bell Atlantic will establish and maintain such equipment and related facilities as may be necessary to perform the Services under this Agreement, provided that Carrier furnishes Bell Atlantic the information specified in Appendix C, and any changes in such information, in a timely and accurate manner. Any additional services that Carrier seeks during the term of this Agreement will be subject to mutual agreement and the availability of facilities and equipment.
- 4.2 Carrier will provide and maintain such equipment within its premises as is necessary to permit Bell Atlantic to perform the agreed-upon Services in accordance with Bell Atlantic standard equipment operation and traffic operation procedures.

4.3 Carrier Transport

- a) Carrier shall, at its expense, arrange for and establish the trunking and other transport, interface, collocation, and signaling arrangements as required by Bell Atlantic to provide Services to Carrier, including but not limited to, the transportation of DA/OS traffic to the Bell Atlantic designated switches for processing and from the same switches for completion. Separate dedicated trunks for each NPA and/or LATA may be required. Any trunks or other transport and that Carrier obtains from Bell Atlantic to deliver Carrier's calls to and from Bell Atlantic shall be provided pursuant to the applicable tariffs, Interconnection Agreement, or other contractual arrangements, and not under this Directory Assistance and Operator Services Agreement. Bell Atlantic agrees to coordinate the scheduling of Services to be provided under this Agreement with the scheduling of any trunking or related services provisioned by Bell Atlantic under such tariffs or other contractual arrangements.
- b) Carrier shall specify the number of trunks required for Services. Carrier must provide trunks with operator services signaling directly to the locations designated by Bell Atlantic. Bell Atlantic shall provide Carrier at least three (3) months advance notice in the

[CLEC] - BELL ATLANTIC Interconnection Agreement for [STATE] event of any change in a designated location.

5. PAYMENT FOR SERVICES

- 5.1 Rates Carrier agrees to subscribe to and pay for the Services and options selected in Appendix A. Carrier shall pay the rates set forth in Appendix A, subject to such obligations as Bell Atlantic may have under the Telecommunications Act of 1996, and the FCC and state regulations and decisions thereunder, to set cost-based rates for unbundled network elements. Specifically, when a regulatory body of competent jurisdiction has duly approved the rates under which Bell Atlantic is required to provide Services to competitive local exchange carriers (hereinafter referred to as "CLEC rates"), Bell Atlantic shall charge, and Carrier shall pay, such CLEC rates for the applicable Services.
- 5.2 Settlements Carrier shall render payment to Bell Atlantic net thirty (30) calendar days from the date of delivery of the Services or from the date of billing for the Services, whichever occurs later. Carrier shall pay interest on any amount overdue at the rate specified for late payments in the Interconnection Agreement between Bell Atlantic and Carrier.
- 5.3 Billing Disagreements Carrier may, in good faith, dispute part or all of an invoice provided by Bell Atlantic. Billing disputes will be resolved by the method specified in the Interconnection Agreement between Bell Atlantic and Carrier.
- 5.4 Taxes The rates specified in this Agreement are exclusive of all taxes, duties, or similar charges imposed by law. Carrier shall be liable for and shall reimburse Bell Atlantic for any sales, use, excise, or other taxes applicable to the Services performed under this Agreement.
- 5.5 Carrier's Customers Carrier shall be responsible for all contacts and arrangements with its customers concerning the provision and maintenance, and the billing and collection, of charges for Services furnished to Carrier's customers.

6. **DEFAULTS AND REMEDIES**

- 6.1 **Defaults** If Carrier defaults in the payment of any amount due hereunder, or if Bell Atlantic materially fails to provide Services as agreed hereunder, and such default or failure shall continue for thirty (30) days after written notice thereof, the other party may terminate this Agreement with thirty (30) days written notice.
- 6.2 Carrier Remedies In the event that Bell Atlantic, through negligence or willful misconduct, fails to provide the Services selected and contracted for under this

[CLEC] - BELL ATLANTIC Interconnection Agreement for [STATE] Agreement, Bell Atlantic shall pay Carrier for Carrier's direct damages resulting from such failure, up to an amount not to exceed the charges payable under this Agreement for the Services affected.

6.3 Discontinuance by Carrier

- a) If Carrier terminates this Agreement prior to the Cutover Date, Carrier shall pay Bell Atlantic the sum of twenty-five thousand dollars (\$25,000) per discontinued service for each affected LATA. This will not apply in the event Operator Services or Directory Assistance is already being provided to Carrier in areas designated in Section 1.1.
- b) In the event that Carrier discontinues using Services, either in part or in whole, prior to expiration of the then current term and such discontinuance is not due to Bell Atlantic's material failure to provide Services, Carrier shall pay Bell Atlantic an amount equal to the average monthly charges for the six-month period immediately preceding the discontinuance multiplied by the number of months remaining in the then-current term. If Services have been provided for a period of less than six months, Carrier shall pay the charges for the month with the highest usage multiplied by the number of months remaining in the then-current term.
- Other Remedies THE EXTENT OF LIABILITY ARISING UNDER THIS AGREEMENT SHALL BE LIMITED AS DESCRIBED IN SECTIONS 6.1, 6.2 AND 6.3 ABOVE. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY OTHER LOSS, COST, CLAIM, INJURY, LIABILITY, OR EXPENSE RELATED TO OR ARISING OUT OF THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER INCLUDING, BUT NOT LIMITED TO, ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR PROFIT, WHETHER RECOVERY IS SOUGHT IN TORT, CONTRACT, OR OTHERWISE, EVEN IF EITHER PARTY HAD NOTICE OF SUCH DAMAGES.

7. <u>CONFIDENTIAL INFORMATION</u>

7.1 Confidentiality The parties agree that all confidential and proprietary information that is marked as specified in Section 7.2 and that is disclosed by either party to the other party for the purposes of this Agreement, including rates and terms, shall be treated as confidential unless (a) such information was previously or becomes known to the receiving party free of any obligation to keep it confidential, (b) has been or is subsequently made public by the disclosing party, or (c) is required to be disclosed by law. The receiving party shall not, except in the performance of the Services under this Agreement or with the express prior written consent of the other party, disclose or permit access to any confidential information to any other parties. The parties agree to advise their respective employees, agents, and representatives to take such action as may be advisable to preserve and protect

[CLEC] - BELL ATLANTIC Interconnection Agreement for [STATE] the confidentiality of such information.

7.2 Marking of Confidential Information All information the disclosing party considers proprietary or confidential, if in writing or other tangible form, shall be conspicuously labeled or marked as "Proprietary" and/or "Confidential" and, if oral, shall be identified as proprietary at the time of disclosure and promptly confirmed in writing. Either party shall have the right to correct any inadvertent failure to designate information as proprietary by written notification within ten (10) days following disclosure.

8. RELATIONSHIP OF THE PARTIES

- 8.1 Independent Contractors Bell Atlantic and Carrier shall be independent contractors under this Agreement, and all services under this Agreement shall be performed by Bell Atlantic as an independent contractor and not as an agent of Carrier.
- 8.2 Responsibility for Employees and Agents All persons furnished by Bell Atlantic shall be considered solely Bell Atlantic's employees or agents, and Bell Atlantic shall be responsible for compliance with all laws, rules, and regulations relating to such persons including, but not limited to, hours of labor, working conditions, workers' compensation, payment of wages, benefits, unemployment, social security and other payroll taxes. Each party's employees and agents, while on premises of the other, shall comply with all rules and regulations, including any applicable security procedures and safeguarding of confidential data.

9. GENERAL CONDITIONS

- 9.1 Assignment Neither party may assign or delegate its rights and obligations under this Agreement without the prior written consent of the other party, except that either party may assign this Agreement, without such consent, to its parent, affiliate or subsidiary, provided that the assignee has the resources, legal authority, and ability to perform all terms of this Agreement. Thirty (30) days advance notice of such assignment shall be provided to the other party.
- 9.2 Choice of Law The validity, construction and performance of this Agreement shall be governed by the laws of the State in which the DA/Call Completion service is provided.
- 9.3 Compliance with Laws Each party shall comply with all applicable federal, state, county and local laws, ordinances, regulation, rules and codes in the performance of this Agreement. Neither party shall be liable to the other for termination of this Agreement or any services to be provided hereunder necessitated by compliance with any law, rule, regulation or court order of a duly authorized governmental body.

- 9.4 Contingency Neither party shall be held responsible or liable to the other for any delay or failure in performance caused by fires, strikes, embargoes, requirements imposed by Government regulation, civil or military authorities, act of God or by the public enemy, or other causes beyond the control of Carrier or Bell Atlantic. If such a contingency occurs, the party injured by the other's inability to perform may either: a) terminate the affected services or part thereof not already rendered; or b) suspend the affected services or part thereof for the duration of the delaying cause and resume performance once the delaying causes cease.
- 9.5 Licenses No licenses, expressed or implied, under any patents, copyrights, trademarks or other intellectual property rights are granted by Bell Atlantic to Carrier under this Agreement.
- 9.6 Notices Except as otherwise specified in this Agreement, any notice required or permitted under this Agreement shall be in writing and shall be given to the other party at the address designated below by hand delivery, registered return-receipt requested mail, or nationally recognized courier service:

For Bell Atlantic:	 		
		•	
For Carrier:			

The above addresses may be changed by giving thirty (30) calendar days prior written notice as prescribed above. Notice shall be deemed to have been given or made on the date of delivery if received by hand, or express courier, and three days after delivery to the U.S. Postal Service, if mailed.

9.7 Publicity Bell Atlantic and Carrier agree not to publish any advertising, sales promotions, or press releases that promote or otherwise relate to the services provided under this Agreement and include the other party's name, logos, trademarks, or service marks, unless it obtains the other party's prior written consent, except that either party may disclose the fact that Bell Atlantic provides directory assistance and/or operator services to Carrier without such prior review or approval.

- 9.8 Severability If any provision of this Agreement or the application of any provision shall be held by a tribunal of competent jurisdiction to be contrary to law or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.
- 9.9 Survival All obligations hereunder, incurred by either Bell Atlantic or Carrier prior to the cancellation, termination, or expiration of this Agreement shall survive such cancellation, termination or expiration.
- 9.10 Captions and Section Headings The captions and section headings in this Agreement are for convenience only and do not affect the meaning or interpretation of this Agreement.
- 9.11 **Duplicate Originals** This Agreement may be executed separately by the parties in one or more counterparts. Each duplicate executed shall be deemed an original, and all together shall constitute one and the same document.
- 9.12 Entire Agreement The terms and conditions of this Agreement, including the Appendices attached to this Agreement, constitute the entire Agreement between Bell Atlantic and Carrier relating to the subject matter of this Agreement, and supersede any and all prior or contemporaneous understandings, promises or representations, whether written or oral, between the parties relating to the subject matter of this Agreement. Any waiver, modification or amendment of any provision of this Agreement, or of any right or remedy hereunder, shall not be effective unless made in writing and signed by both parties.

IN WITNESS WHEREOF, the parties agree that the effective date of this Agreement is the date first written above, and each party warrants that it has caused this Agreement to be signed and delivered by its duly authorized representative.

FOR BELL ATLANTIC - Network Services, INC.	FOR CARRIER
Name:	Name:
Title: Vice President – Marketing Operator Services	Title:
Signature:	Signature:
Date:	Date:

INSERT APPENDIX A FOR EXHIBIT C

INTRALATA OPERATOR SERVICES CALL TYPES

IntraLATA Operator Services may include the following:

a. Calling Card

- (i) Live: Bell Atlantic operator keys the calling card number and call details into the system, secures validation, and releases the call to the network.
- (ii) Automated: Caller keys the calling number and call details in response to automated prompts. Bell Atlantic secures validation and releases the call to the network.

b. Collect

- (i) Live: Bell Atlantic operator obtains the calling party's name, keys the call details if necessary, announces the call to the called party, waits for acceptance, and releases the call to the network.
- (ii) Automated: Caller provides name and call details. Bell Atlantic's automated system obtains called party's consent and releases the call to the network.

c. Billed To A Third Party

- (i) Live: Bell Atlantic operator requests the calling party's name, keys the call details if necessary, calls the third party to verify acceptance of billing, and upon acceptance, releases the call to the network.
- (ii) Automated: Caller provides name, call details, and billing number. Bell Atlantic's automated system verifies billed number and releases the call to the network.

d. Person-to-Person

Bell Atlantic operator requests the person or department the calling party has specified, ensures the appropriate party has been reached (person or department), and releases the call to the network.

e. Miscellaneous Call Assistance (Live)

- (i) <u>0- Calls:</u> Bell Atlantic operator provides caller with dialing instructions or assistance, transfers emergency calls, or refers questions to the business office or repair service.
- (ii) Dialing Assistance & Intervention: Bell Atlantic operator dials a number for a

REQUIRED INFORMATION

Carrier shall furnish Bell Atlantic all information required by Bell Atlantic to establish and maintain the Services to be provided to Carrier, including a completed Technical Questionnaire. Such required information includes, but is not limited to, the following:

- 1 Central office exchange names
- 2. Usage forecasts
- 3. Local central office characteristics
- 4. Trunking arrangements and trunk group types
- 5. Emergency reporting system and procedures
- 6. Business office information
- 7. Repair service information
- 8. Name and address request information
- 9. Tariffs and rate information
- 10. Customer dialing capabilities
- 11. Access to EMR records
- 12. Desired branding announcement (if applicable)
- 13. Carrier's estimated start date of Services
- 14. Trunking and translations information